**Intellectual Property Assignment Agreement - Subcontractor**

**Project Name:**

**(the "Project")**

**Project Grant Source and Number (if any):**

**Industrial Collaborator (if any):**

I, , understand that the National University of Ireland, Galway ("**NUIG**") is required to obtain an assignment of intellectual property rights from each of its subcontractors that will be participating in the Project and all other projects undertaken by or on behalf of NUIG (the "**NUIG Projects**").

I further understand that any invention, discovery, design, copyright work or other intellectual property created by me during the course of my work with NUIG, including without limitation my work forming part of any project funded through either agency funding, industrial funding or other funding sources, is the property of and vests solely and absolutely inNUIG.

Pursuant to the above, and in consideration of my participation in the Project and/or the NUIG Projects, I hereby acknowledge and agree as follows:

1. That I will promptly disclose to NUIG all results, discoveries, developments, know-how and inventions made, discovered, created or invented, in whole or in part, during the course of my participation in the Project and/or the NUIG Projects. Specifically, I will disclose to NUIG all potentially patentable inventions and other intellectual property conceived or first reduced to practice in whole or in part during the course of my participation in the Project and/or the NUIG Projects.
2. That I hereby assign, transfer, convey and set over to NUIGall of my right, title, share and interest in and to such inventions, discoveries, designs, copyright work (including moral rights) and all other intellectual property created, developed or invented during the course of or howsoever arising from my participation in the Project and/or the NUIG Projects, and during the course of any other activities in which I am engaged as a subcontractor while at NUIG, with full power to NUIG to apply for and obtain letters patent and other intellectual property rights in its own name in every country of the world; and agree to execute and deliver all documents and do all such things as may be reasonably necessary and proper on my part to effect such assignment and to aid NUIG to protect such inventions and other intellectual property. This assignment is not inconsistent with the terms of any other agreement into which I have entered.
3. Without prejudice to the right of any party to challenge the validity of any intellectual property of another party, that I shall not do or authorise any third party to do any act which would or might invalidate or be inconsistent with any intellectual property rights of NUIG and I shall not omit, or authorise any third party to omit, to do any act which, by its omission, would have that effect or character.
4. That I will treat as confidential and not use or disclose to any third party any and all information relating to the Project and the NUIG Projects, including without limitation information relating to the intellectual property rights subsisting now or in the future in the work the subject of the Project and the NUIG Projects, except to the extent reasonably necessary to carry out my work on the Project and/or the NUIG Projects and expressly agreed by NUIG.
5. That I will not enter into an agreement creating any obligation in conflict with this agreement.

I have read this document and understand that by signing it, any intellectual property rights arising from my participation in the Project, or any of the NUIG Projects, will be owned and enjoyed by NUIG to use or licence as NUIG, in it absolute discretion, sees fit, without necessarily any further accounting to me, and that I will have no interest in or right to use or licence these intellectual property rights, without the express written consent of NUIG.

This agreement is effective on the commencement date of my hire as a subcontractor by NUIG, or first participation in the Project or any of the NUIG Projects.

Signed this day of , 2012

Signature Print or type name

Signature on behalf of Print or type name and position

National University of Ireland,

Galway